



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 23	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT <i>(Location)</i>		
		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATION

This is a Request for Quotation for the test sampling of waste and surface water on US Military Installations (for locations see the PWS at Attachment I) for the United States Army Garrison (USAG) Ansbach, in accordance with Attachment I "Performance Work Statement" (PWS).

Contract Period: 1 August 2007 through 31 July 2008 and 3 option years

	<u>Contract Period</u>	<u>Amounts / Contract Year</u>
Base Year:	1 August 2007 through 31 July 2008	€ _____
1 <sup>st</sup> Option	1 August 2008 through 31 July 2009	€ _____
2 <sup>nd</sup> Option	1 August 2009 through 31 July 2010	€ _____
3 <sup>rd</sup> Option	1 August 2010 through 31 July 2011	€ _____
	Total Amount (Base & Option Years)	€ _____

Point of Contact: Mr. Groetsch / Tel: 09802-83-2128  
email: dieter.groetsch@cmtymail.98asg.army.mil

IN ADDITION TO THE ABOVE, you are required to complete the below:

- a. Payment Terms:
- b. Discount Terms:
- c. Ordering Address:
- d. Payment Address, if different from the ordering address:
- e. CAGE Code:
- f. DUNS Number:
- g. Tax Identification Number:

Please **NOTE**: Only companies that are CCR (Contractor Central Registration) registered may be awarded a contract. For information on how to get CCR registered, you may send an inquiry to [karin.price1@us.army.mil](mailto:karin.price1@us.army.mil)  
Please attach a copy of your CCR registration to your price quote.

Contracting Office Point of Contact: Ms. Price  
Telephone #: 0981-183-935  
or Telefax #: 0981-183-902

**PLEASE FAX YOUR RESPONSE/PRICE QUOTE TO:** 0981-183-902 or **EMAIL TO:**  
[karin.price1@us.army.mil](mailto:karin.price1@us.army.mil)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Waste Water Sampling/Testing FFP Quarterly test sampling of waste water by taking 12 each samples from the waste water from the last shaft of the waste water system of the USAG Ansbach, in accordance with Attachment I - Performance Work Statement (PWS). FOB: Destination PURCHASE REQUEST NUMBER: WK4FRD7116KU40	4	Service		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Surface Water Sampling/Testing FFP One time per year test sampling of surface water by taking 21 each samples from the surface water from the last shaft of the surface water drainage system of the USAG Ansbach, in accordance with Attachment I - Performance Work Statement (PWS). FOB: Destination PURCHASE REQUEST NUMBER: WK4FRD7116KU40	1	Service		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500	Contract Manpower Reporting FFP				

THIS REQUIREMENT IS NOT SEPARATELY PRICED (NSP).

The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil/>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

1. The first reporting period is from 1 August 2007 through 30 September 2007. The report is due no later than 31 October 2007.
2. The second reporting period is from 1 October 2007 through 20 September 2008. The report is due no later than 31 October 2008.
3. The third reporting period is from 1 October 2008 through 30 September 2009. The report is due no later than 31 October 2009.
4. The fourth reporting period is from 1 October 2009 through 30 September 2010. The report is due no later than 31 October 2010.
5. The fifth reporting period is from 1 October 2010 through 31 Jul 2011. The report is due no later than 31 October 2011.

FOB: Destination

PURCHASE REQUEST NUMBER: WK4FRD7116KU40

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#### CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997

252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Removed].

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_(10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_\_\_ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

\_\_\_ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_\_\_ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_\_\_(19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_(20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

\_\_\_ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

  X   (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.



(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor not later than the expiration of the contract period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed forty-two months.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records

for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

  X   52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) \_\_\_ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- (3) \_\_\_ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- (4) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) X 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
- (6) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) \_\_\_ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (13) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- (18) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(21) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(5) X 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(End of clause)

#### CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work ~~Shall~~ Shall Not --- ~~Can~~ Cannot be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work ~~Shall~~ Shall Not --- ~~Can~~ Cannot be performed on local Host Nation\* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

\* Local host nation holidays occur in the region/state where contract performance takes place.

#### The U.S. holidays are:

New Year's Day	January 1 <sup>st</sup>
M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

#### The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen, Nordrhein- Westphalia, Rhineland-Palatinate and Saarland)	Varies
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August

Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	01 November
1st Christmas	25 December
2nd Christmas Day	26 December

#### CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

#### CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:  
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

**Organizational Sponsor:** Directorate of Public Works, Utilities Division

Location: Bismarck Kaserne, Katterbach

Building No: 5843-A

DSN Phone No: 467-2375

Commercial Phone No: 09802-83-2375

**Installation Access Control Office:** USAG Ansbach, Provost Marshall's Office

Location: Barton Barracks, Ansbach

Building No: B-5257

DSN Phone No: 468-7891

Commercial Phone No: 0981-183-891

**CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (March 2005)**

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE

BLZ or BANK ROUTING NUMBER

ACCOUNT NUMBER

BANK NAME

International Bank Account Number (IBAN) (If Applicable) ---

**CCE 237-4000 CONTRACTOR IDENTIFICATION REQUIREMENT (March 2005)**

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious are required to identify themselves as such to avoid being mistaken for Government officials. Contractors performing work at Government workplaces will provide their employees with an easily readable identification (ID) badge indicating the employee's name, the contractor's name, the functional area of assignment, and a recent color photograph of the employee. Contractors shall require their employees wear the ID badges visibly when performing work at Government workplaces. Contractor personnel must also ensure that all e-mails, documents or reports they produce are suitably marked as contractor products or that contractor participation is appropriately disclosed.

**SPECIAL INSTRUCTIONS****CONTRACTOR PAYMENT PROCEDURES**

1. The contractor shall submit one (1) original invoice to the Point of Contact (POC), Mr. Groetsch, at the following address, and is authorized payment upon submission of invoices:

**U.S. ARMY GARRISON ANSBACH  
DIRECTORATE OF PUBLIC WORKS  
UTILITIES DIVISION/SANITATION BRANCH  
BISMARCK KASERNE, GEB. 5843-A  
91522 ANSBACH / KATTERBACH**



2. The POC will date and time stamp all invoices immediately upon receipt, verify and certify that supplies or services have been provided in accordance with the terms and conditions of this contract, and forward the certified invoice to:

(a) the appropriate disbursing finance office at:

**DEFENSE FINANCE AND ACCOUNTING SYSTEM  
KLEBER KASERNE, GEB. 3200 ATTN LW  
MANNHEIMER STR. 218/219  
67657 KAISERSLAUTERN**

(b) the Contract Administration Office:

**REGIONAL CONTRACTING OFFICE FRANCONIA  
SUB-OFFICE ANSBACH  
BLEIDORN KASERNE, GEB. 5083  
91522 ANSBACH**

Commercial Telephone: 0981-183-935

Military Telephone: 468-7935

3. If an invoice is incorrect or incomplete (for reasons other than assessment of liquidated damages), the POC will identify the defects in a letter and return the invoice to the contractor for correction within three (3) days after receipt. However, if the invoice is incorrect due to deficiencies in performance that cannot be rectified through coordination with the contractor, the POC will forward the invoice together with inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.

ATTACHMENT I

DEPARTMENT OF THE ARMY  
UNITED STATES ARMY GARRISON (USAG) ANSBACH  
UNIT 28614  
APO AE 09177-8614

Project Number: UTL-00051-7P

Established: April 2007

PERFORMANCE WORK STATEMENT (PWS)

for

Quarterly Sampling and Testing of Waste and Surface Water  
within the USAG Ansbach

Additional Information  
Directorate of Public Works  
Utilities Division  
Bismarck Kaserne, Bldg. 5843A  
Tel: MIL: 467-2127 / 2128  
CIV: 09802-83-2127 / 2127

DESCRIPTION:

- a. The contractor shall take quarterly 12 each waste water samples and annually 21 each surface water samples in special according to regulation prepared, pretreated and appropriate containers, which are to be provided by the contracting company, then transported and to be analyzed. All pertinent regulations for sampling, transportation and analysis shall be adhered to. The overall costs shall include, in the single positions, travel costs, per diem and all auxiliary costs.
- b. The waste water tests may only be performed by a licensed chemical laboratory with a valid certification issued by the AQS Bavaria. The chemical laboratory must be registered and authorized by the IHK as a publicly sworn expert for microbiological and chemical water testing of potable water.
- c. The contractor shall inform Mr. Groetsch at the DPW Utilities' Division at telephone number 09802-83-2128, at least one week prior to performing the samplings.
- d. The laboratory analysis with a listing of the sampling locations, the time, name of employee drawing the samples, description, limit (mg/Ltr.), and method of testing shall be submitted in duplicate to Mr. Groetsch, together with the invoice.

**SCOPE OF WORK**

<b>Position</b>	<b>Quantity</b>	<b>Description</b>
0001	4 Services	Test sampling (ladled samples), 12 each from the waste water from the last shaft of the waste water system of the USAG Ansbach before entering into the public waste water system, according to layout plan in the presence of an employee of the US Army for the purpose of a one time briefing at 12 each channel shafts (introduction points), to include stabilizing of the test samples at sample site, measurement of the ph-value, temperature and electrical conductivity.

Subsequently, to having performed the above, the contractor shall test the waste water in accordance to the directives governing water purification agencies pertaining to waste water systems (EUEV) dated 20 September 1995 for BSB5, CSB, ammonium nitrogen, nitrate nitrogen, nitrite nitrogen, phosphor total, as well as for AOX, in accordance with currently applicable DIN/DEV methods.

Test Sites:	Katterbach	1 ea
	Barton Kaserne	2 ea
	Urlas Training Area	2 ea
	Incl. Shipton	
	Oberdachstetten	1 ea
	Illesheim	4 ea
	Bleidorn Housing Area	2 ea

0002	1 Service	Test sampling (ladled samples), 21 each from the surface water from the last shaft of the surface water drainage system prior to introduction into the public system. According to layout plan and in the presence of an employee of the US Army for the purpose of a one time briefing at the 21 each channel shafts (introduction points), to include stabilization of the samples at the testing points, measuring of ph-value and electrical conductivity.
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Subsequently to having performed the above, the contractor shall test the surface water for TOC, (organic carbon total), ammonium, nitrate, nitrite, phosphor total and hydrocarbon.

Test Sites:	Katterbach	7 ea
	Barton Kaserne	2 ea
	Urlas Training Area	4 ea
	Incl. Shipton	
	Oberdachstetten	2 ea
	Illesheim	4 ea
	Bleidorn Housing Area	2 ea

DEPARTMENT OF THE ARMY  
UNITED STATES ARMY GARRISON (USAG) ANSBACH  
UNIT 28614  
APO AE 09177-8614

Projekt Nummer: UTL-00051-7P

Erstellt: April 2007

Gefaelligkeitsuebersetzung  
LEISTUNGSVERZEICHNIG  
fuer  
DURCHFUEHRUNG VON UNTERSUCHUNGEN AN ABWASSER- BZW. OBERFLAECHEWASSER  
in der  
USAG ANSBACH

Fuer weitere Auskuenfte  
Directorat Instandhaltung und Wohnwesen  
Utilities Division  
Bismarck Kaserne, Geb. 5843A  
Tel: MIL: 467-2127 / 2128  
CIV: 09802-83-2127 / 2127

### **Allgemeine Beschreibung**

- a. Der Auftragnehmer hat die erforderlichen 12 Stueck Abwasserproben vierteljaehrlich und 21 Stueck Oberflaechenwasserproben jaehrlich zu entnehmen und in speziell vorbereitete, entsprechend Bestimmung, vorbehandelte und geeignete Behaelter, die vom Unternehmer zu stellen sind, abzutransportieren und zu analysieren. Alle fuer Entnahme, Abtransport und Analyse der Proben gueltigen Vorschriften sind zu beachten und einzuhalten. Die Kosten dafuer sind in den einzelnen Positionen mit einzukalkulieren, einschliesslich Fahrtkosten, Spesen und sonstigen Nebekosten.
- b. Die Abwasseruntersuchungen duerfen nur von einem staatlich anerkannten und zugelassenen Chemielabor mit gueltiger Zertifizierung durch die AQS Bayern durchgefuehrt werden. Das Chemielabor muss von der IHK als oeffentlich bestellter und vereidigter Sachverstaendiger fuer mikrobiologische und chemische Wasseruntersuchungen von Trinkwasser zugelassen sein.
- c. Der Auftragnehmer hat sich mindestens eine Woche vor jeder Probeentnahme mit Herrn Groetsch in Verbindung zu setzen.
- d. Die Labor Analysen, mit Angabe von Entnahmeort der Probe, Zeitpunkt, Probenahme durch, Bezeichnung, Grenzwert (mg/Ltr.), Befund (mg/l) und Untersuchungsverfahren sind in zweifacher Ausfertigung zu erstellen und an Herrn Groetsch zusammen mit der Rechnung zu senden.

**Arbeitsbeschreibung**

<b>Position</b>	<b>Quantität</b>	<b>Beschreibung</b>																					
0001	4 Services	<p>Probeentnahme (Schoepfprobe) 12 Stueck von Abwasser aus dem letzten Schacht des Abwassersystems der USAG Ansbach vor Einleitung in die oeffentliche Abwasserkanalisation, entsprechend Lageplan in Begleitung eines Mitarbeiters der US Armee zur einmaligen Einweisung an 12 Stueck Kanalschaechten (Einleitungsstellen), einschliesslich Stabilisierung der Proben vor Ort, Messung von ph-Wert, Temperatur und elektrische Leitfaehigkeit.</p> <p>Anschliessend Untersuchung des Abwassers auf entsprechend der Verordnung zur Eigenueberwachung von Abwasseranlagen (EUEV) vom 20. September 1995 auf entsprechende Parameter wie BSB5, CSB, Ammonium-Stickstoff, Nitrat-Stickstoff, Nitrit-Stickstoff, Phosphor gesamt, sowie AOX, entsprechend den derzeitig gueltigen DIN/DEV Verfahren.</p> <table> <tr> <td>Probeorte:</td><td>Katterbach</td><td>1 ea</td></tr> <tr> <td></td><td>Barton Kaserne</td><td>2 ea</td></tr> <tr> <td></td><td>Urlas Training Area</td><td>2 ea</td></tr> <tr> <td></td><td>Incl. Shipton</td><td></td></tr> <tr> <td></td><td>Oberdachstetten</td><td>1 ea</td></tr> <tr> <td></td><td>Illesheim</td><td>4 ea</td></tr> <tr> <td></td><td>Bleidorn Housing Area</td><td>2 ea</td></tr> </table>	Probeorte:	Katterbach	1 ea		Barton Kaserne	2 ea		Urlas Training Area	2 ea		Incl. Shipton			Oberdachstetten	1 ea		Illesheim	4 ea		Bleidorn Housing Area	2 ea
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0002	1 Service	<p>Probenahme (Schoepfprobe), 21 Stueck, von Oberflaechenwasser aus dem letzten Schacht des Oberflaechenentwaesserungssystems, der USAG Ansbach vor Einleitung in den oeffentlichen Vorfluter, entsprechend Lageplan in Begleitung eines Mitarbeiters der US Armee zur einmaligen Einweisung an 21 Stueck Kanalschaechten (Einleitungsstellen), einschliesslich Stabilisierung der Proben vor Ort, Messung von ph-Wert und elektrische Leitfaehigkeit.</p> <p>Anschliessend Untersuchung des Oberflaechenwassers auf TOC, (gesamter organischer Kohlenstoff), Ammonium, Nitrat, Nitrit, Gesamt-Phosphat und Kohlenwasserstoff.</p> <table> <tr> <td>Probeorte:</td><td>Katterbach</td><td>7 ea</td></tr> <tr> <td></td><td>Barton Kaserne</td><td>2 ea</td></tr> <tr> <td></td><td>Urlas Training Area</td><td>4 ea</td></tr> <tr> <td></td><td>Incl. Shipton</td><td></td></tr> <tr> <td></td><td>Oberdachstetten</td><td>2 ea</td></tr> <tr> <td></td><td>Illesheim</td><td>4 ea</td></tr> <tr> <td></td><td>Bleidorn Housing Area</td><td>2 ea</td></tr> </table>	Probeorte:	Katterbach	7 ea		Barton Kaserne	2 ea		Urlas Training Area	4 ea		Incl. Shipton			Oberdachstetten	2 ea		Illesheim	4 ea		Bleidorn Housing Area	2 ea
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